IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Writ Petition No.7604 of 2006

M/s Janhit .Samajik Pratishthan Petitioner.
Vs
Union of India & Anr. ..Respondents

Mr. K.H.Giri for the petitioner.

Mr. A.N. Samant for respondent No.2.

CORAM: H.S. BEDI, C.J. , &
V.M.KANADE, J.

DATE: 11th December, 2006.

P.C.:-

The Divisional Railway Manager (Commercial) Mumbai Branch CST Mumbai had issued a tender for contract for operation and maintenance of toilet blocks on pay and use basis at Sandhurst Railway Station, Central Railway, Mumbai. The tender was opened on 17th August 2005, and the petitioner was declared to be the successful bidder having offered Rs.25,000/-. It is the case of the petitioner that the work order was handed over to it on 1st May, 2006. The petitioner however, received a letter dated 9th November, 2006 stating that the work had been allotted to him by mistake and as such the contract

was being terminated with immediate effect. It is this letter that has been impugned in this petition.

2. A reply has been filed by the Senior Divisional Commercial Manager Central Mumbai CST and it has been pointed out that the petitioner's tender was for Rs.25,000/- whereas one Parmar Vishal Keshav had offered Rs.l,00,00l/- for the same work and as such the work had been alloted to Parmar Vishal Keshav. During the course of hearing on an earlier date the learned counsel for the respondents had pointed out that the respondents were willing to give the work to the petitioner provided it pays Rs.1,10,000/- as Shri Parmar had offerred that amount. A rejoinder has been filed by the petitioner pointing out that this stand of the respondents was contrary to their reply which had noted that the tender of Shri Parmar was for Rs.1,00,001/-. We find merit in this plea. We have perused the files of the Railways and find that said Shri Parmar had made a tender for Rs.1,00,001/- on 17th August 2005 and thereafter written a letter dated 25th September, 2006 stating that he had in fact made a tender for Rs.1,10,000/-. We find that this stand is unacceptable as in the tender a sum of Rs. 10,00,001/- has been clearly mentioned. We accordingly direct

that the petitioner shall be given the work for the remaining period on payment of Rs.1,00,001/-

Petition is accordingly allowed in the above terms.

CHIEF JUSTICE.

V.M.KANADE, J.